

COMMON INTEREST AGREEMENT

BETWEEN

PARTICIPATING AGENCIES OF THE U.S. DEPARTMENT OF LABOR

AND

THE STATE OF CONNECTICUT, DEPARTMENT OF LABOR

This Agreement is made and entered into by and between participating agencies of the United States Department of Labor specifically, the Wage and Hour Division, the Occupational Safety and Health Administration, and the Employee Benefits Security Administration, (all represented by the Office of the Solicitor and hereinafter collectively referred to as the “Department”), and the State of Connecticut’s Department of Labor (hereinafter collectively referred to as the “State” or “CTDOL”). The Department and CTDOL are collectively referred to as “the parties.”

With the specific and mutual goals of providing clear, accurate, and easy-to-access compliance information to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by, as appropriate, conducting coordinated enforcement actions and sharing information consistent with applicable law, the parties agree to enter into this Agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Purpose

The parties recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern in the State of Connecticut. The parties enter into this Agreement to more effectively and efficiently communicate and cooperate on areas of common interest, including but not limited to sharing training materials, providing employers and employees with compliance assistance information to protect the wages, retirement income security, safety, and health of America’s workforce. It also includes coordinated enforcement actions and sharing information as appropriate.

Authority

The Department enters this Agreement pursuant to its authority in 29 U.S.C. §§ 211, 551, and 1136(a). The Connecticut Department of Labor enters this Agreement pursuant to its authority under Connecticut General Statutes § 4-8.

Agency Responsibilities

The Department is responsible for administering and enforcing a wide range of federal labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the

Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, the prevailing wage requirements of the Davis-Bacon and Related Acts, the Service Contract Act, the Employee Retirement Income Security Act, the Occupational Safety and Health Act, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and numerous whistleblower provisions of federal statutes. Nothing in this agreement limits the Department's enforcement of these and other statutes.

CTDOL is responsible for administering and enforcing a wide range of Connecticut labor laws, including Chapters 557 (Employment Regulation, including the Connecticut Family and Medical Leave Act), 558 (Wages) and Chapter 567 (Connecticut Unemployment Compensation Act).

Contacts

- Each party will designate a primary contact person and each participating agency will designate a contact person responsible for coordinating activities covered under this Agreement.
- Each party will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of this Agreement.
- For purposes of this agreement, CTDOL will designate and be represented by a member of CTDOL's Wage and Workplace Standards Division and a member of CTDOL's Tax Division.

Enforcement

Where appropriate and to the extent allowable under law,

- Any or all of the parties and their participating agencies may conduct coordinated enforcement actions of common interest periodically in the State of Connecticut, as mutually agreed upon.
- The parties and their participating agencies will make reasonable efforts to coordinate their respective enforcement activities and assist each other with enforcement, to the extent practicable.
- The parties and their participating agencies may make referrals of potential violations of each other's statutes.

Effect of Agreement

- This Agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates any participating agency to expend appropriations, enter into any other contract, or incur other obligations.
- By entering into this Agreement, the parties do not imply an endorsement or promotion of the policies, programs, or services of the other.

- Nothing in this Agreement is intended to diminish or otherwise affect the authority of any participating agency to implement its respective statutory functions.
- This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the parties. This agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this Agreement will be interpreted as limiting or superseding the participating agencies' normal operations. This agreement also does not limit or restrict the participating agencies from participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, 20 CFR 603, the Connecticut Unemployment Compensation Act, CGS § 31-254, and any other applicable federal laws and laws of the State.

Exchange of Information

- The Department and the State endeavor to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with each party's own statutory obligations and enforcement efforts. It is the parties' view that sharing of information – including certain documents, factual materials, mental impressions, memoranda, interview reports, research and other information, some of which may be privileged – in cases of common legal interest is to the parties' mutual benefit.
- Exchange of such information pursuant to this Agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
- Information that is otherwise discoverable and not privileged shall not become privileged simply because it was shared between any participating agency of the Department and any participating agency of the State.
- Privileged information means information that may be exempt from disclosure to the public or other unauthorized persons under state and/or federal law, or otherwise may properly be withheld from disclosure. Such information may include but is not limited to: any claimant, employer or wage data obtained pursuant to the Connecticut Unemployment Compensation Act, the identities of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in any of the participating agencies' enforcement files that were obtained under these conditions; information concerning investigative techniques or procedures that if disclosed could lessen investigative effectiveness; internal opinions and recommendations of federal or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and/or the attorney-work-product privilege; personal information on living persons; individually identifiable health information, and confidential business

information and trade secrets. Any physical material or other documents containing such information should be clearly marked “privileged” before it is provided pursuant to this Agreement.

- Confidential Unemployment Compensation (UC) information, as defined in 20 CFR 603.2(b), means any unemployment compensation information, as defined in 20 CFR 603.2(j), required to be kept confidential under 20 CFR 603.4 or its successor law or regulation.
- Acknowledging that privileges and protections (including without limitation the investigative files privilege, informant’s privilege, attorney-client privilege, work product doctrine, deliberative process privilege, and confidentiality agreements or orders) may apply to certain shared information, the parties wish to pursue their common but separate interests without waiving any privilege or protection that may apply to that shared information.
- When privileged information is shared it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The information shall not be duplicated or further disclosed – including to other participating agencies in this Agreement – without the written authorization of the party that provided it, unless the information is required to be disclosed by Court order or other legal authority, when applicable in accordance with the confidentiality requirements of 20 CFR 603.4 and Conn. Gen. Stat. § 31-254, and so long as disclosure shall not be made prior to consultation with the party that initially shared it. The Department agrees to notify CTDOL immediately upon receipt of any legal, investigatory, or other demand for access in any form to the confidential information received from CTDOL. The parties shall instruct all such authorized individuals about the confidentiality requirements under both applicable state and federal law and the Common Interest Agreement itself, and about the potential sanctions for unauthorized use, browsing, or disclosure of privileged information.
- The Department recognizes that the Connecticut Freedom of Information Act does not contain an informant’s privilege or deliberative process privilege. Therefore, in the event that CTDOL receives a disclosure request for privileged information received from the Department, CTDOL will notify the Department immediately.
- In the event that there is a public proceeding, such as a trial, in which privileged information may be used or testimony of either party’s employees sought, prompt notice shall be given to the other party to enable it to take such action, if any, that it deems appropriate under the circumstances.
- Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this Agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information, and shall promptly notify the party providing such information that such a request or subpoena has been received, so that the party providing such information may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.

- Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party, nor shall any waiver of an applicable privilege or doctrine by the conduct of one party be construed to apply to the other party.
- The requirements of this Agreement, as applied to all privileged information, shall survive all of the following: (a) withdrawal by any participating agency party from this Agreement; (b) termination of this Agreement, (c) final disposition of claims or actions whether by judgment, settlement or other means of disposition.
- Neither party shall further disclose to any person or entity any privileged information provided under this Agreement except to authorized personnel. Such authorized personnel shall be required to agree not to use or disclose such privileged information except as designated or assigned by the disclosing agency or Department, which is otherwise bound by the terms of this Agreement.
- In addition to the requirements above, confidential unemployment compensation information may be exchanged or redisclosed only subject to the confidentiality requirements of 20 CFR 603.4, Conn. Gen. Stat. § 31-254, and any other applicable laws.
- For information security purposes, information (including paper-based documents and electronic information such as emails and CDs) exchanged pursuant to this Agreement remains the responsibility of the donor agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated contact person when information is sent to or received from that agency, including information on the form of the transfer and the media type and quantity (when appropriate). An agency expecting to receive information will notify the donor agency if the information is not received as of the next business date following the agreed upon delivery date.
- For information security purposes, after an agency receives information from the donor agency, the donor agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the agency that received it.
- However, in the event that the agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this Agreement, the agency experiencing the incident or disaster will send formal written notification to the donor agency's designated contact person within 3 days after detection of the incident or disaster. The written notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed.

Subject to the foregoing constraints:

- The parties and their participating agencies agree to exchange information on laws and regulations of common concern to one another, as requested and to the extent practicable.
- The parties and their participating agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent feasible and allowable by law and policy.

- The parties and their participating agencies will exchange information (statistical data) on incidence of violations in specific industries and geographic areas, as requested and to the extent practicable

Resolution of Disagreements

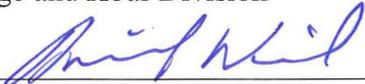
- Disputes arising under this Agreement will be resolved informally by discussions between the parties' Points of Contact, or other officials designated by a party.

Period of Agreement

- This Agreement becomes effective upon the signing by all signatories below, and will expire 3 years from the effective date. This Agreement may be modified in writing by mutual consent of all signatories or their designees. Any party or participating agency may withdraw from participation in this Agreement by giving thirty (30) days advance written notice prior to the date of intended withdrawal. Renewal of the Agreement may be accomplished by written agreement of all signatories or their designees.

This agreement is effective as of the 20th day of November, 2014.

United States Department of Labor
Wage and Hour Division

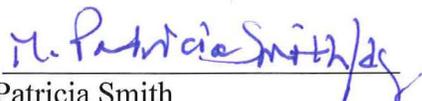
By: 
Dr. David Weil
Administrator

By: 
Mark Watson
Regional Administrator, WHD

United States Department of Labor
Occupational Safety and Health Administration

By: 
Dr. David Michaels
Assistant Secretary

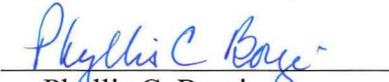
United States Department of Labor
Office of the Solicitor

By: 
M. Patricia Smith
Solicitor of Labor

State of Connecticut
Department of Labor

By: _____
Gary Pechie, Director
Wage and Workplace Standards Division

United States Department of Labor
Employee Benefits Security Administration

By: 
Phyllis C. Borzi
Assistant Secretary

This agreement is effective as of the _____ day of _____, 2014.

United States Department of Labor
Wage and Hour Division

By: _____
Dr. David Weil
Administrator

By: _____
Mark Watson
Regional Administrator, WHD

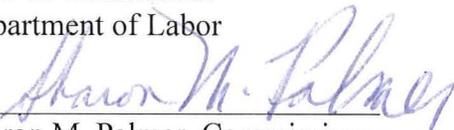
United States Department of Labor
Occupational Safety and Health Administration

By: _____
Dr. David Michaels
Assistant Secretary

United States Department of Labor
Office of the Solicitor

By: _____
M. Patricia Smith
Solicitor of Labor

State of Connecticut
Department of Labor

By: 
Sharon M. Palmer, Commissioner
Connecticut Department of Labor

United States Department of Labor
Employee Benefits Security Administration

By: _____
Phyllis C. Borzi
Assistant Secretary

United States Department of Labor
Office of the Solicitor

By: 

Michael D. Felsen
Regional Solicitor